

EXHIBIT B

AMENDMENT TO GAS GATHERING AGREEMENT

THIS AMENDATORY AGREEMENT made and entered into and effective the 24th day of June, 2015, by and between Cubic Energy, Inc., hereinafter referred to as "Producer" and MONARCH NATURAL GAS, LLC, hereinafter referred to as "Gatherer".

WITNESSETH:

WHEREAS, Monarch Natural Gas, LLC., successor in interest to Hilltop Resort GS, LLC ("Gatherer"), and Cubic Energy, Inc., successor in interest to Gastar Exploration Texas, LP ("Producer") are parties to the above captioned Gas Gathering Agreement, ("Agreement").

WHEREAS, Producer and Gatherer now desire to amend said Agreement as set forth in this Amendment No.1 to be effective as of the in service date of a new compression facility to be installed by Gatherer pursuant to the Letter Agreement between the Parties dated December 10, 2014. Capitalized terms used, but not defined herein, will have the meaning set forth in the Agreement.

NOW THEREFORE, Gatherer shall proceed to construct, own and operate the new compressor station at a location to be mutually agreed upon. Subject to permits, surface site agreement and availability of equipment, the new compressor station will include a single stage compressor and will provide 350-400 psig service at the suction of the compressor.

Amended Terms:

Article I "Definitions" shall be amended to add or change the following definitions:

"Gathering System" Shall be amended to include a description of the new compressor station on Schedule 2.

"Compression Fees": In addition to the Gathering Fees, Producer agrees to pay Gatherer Compression Fees according to the following schedule. (i) \$0.13/Mcf delivered to Gatherer into the Gathering System in years one, two and three after the in service date of the new compressor station. (ii) \$0.10/Mcf delivered to Gatherer into the Gathering System for the remainder of the term of the Agreement. The Compression Fees shall be added to Schedule 1.

"Fuel Gas" Shall be amended by deleting the reference to "compression equipment" in (i).

"Minimum Compression Volume" Shall be added and defined as follows: Producer agrees to deliver to Gatherer into the Gathering System a minimum volume based on the following Minimum Daily Quantity ("MDQ") schedule for Compression services. Volumes associated with the Minimum Compression Volume are apart and separate from all other Minimum Volume references mention in the Agreement:

- 7,500 Mcf/d in year one after the in service date of the new compressor station.
- 10,000 Mcf/d for all remaining years of the Agreement.

Article 5.4: Shall be amended by deleting the last sentence "No Gathering Fee shall be paid on Fuel Gas".

Except as expressly provided in this Amendment No 1, the terms of the Agreement shall remain unchanged and in full force and effect.

If the above terms accurately set forth our agreement with respect to this matter, please sign on the space provided below and return one executed original of the Amendment No 1.

IN WITNESS WHEREOF, this Amendatory Agreement has been executed in duplicate originals by the parties hereto as of the day and year first herein above written.

GATHERER:

MONARCH NATURAL GAS, LLC

By: 

TJ Henderson, VP

PRODUCER:

Cubic Energy, Inc

By: 

Calvin Wallen

JON ROSS, EVP